

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ST. PAUL MERCURY INSURANCE
COMPANY,

Plaintiff,

v.

PHILADELPHIA HOUSING
AUTHORITY,

Defendant.

CIVIL ACTION
NO. 02-3511

INITIAL DISCLOSURES OF DEFENDANT
PHILADELPHIA HOUSING AUTHORITY
PURSUANT TO FED R. CIV. P. 26(a)(1)

Pursuant to Fed. R. Civ. P. 26(a)(1), Defendant Philadelphia Housing Authority ("PHA"), by its undersigned counsel, submits its initial required disclosures.

A. Individuals Likely to Have Discoverable Information

PHA identifies the following individuals likely to have discoverable information that it may use to support its claims or defenses, and reserves the right to supplement or amend this list of individuals, as appropriate, in accordance with Fed. R. Civ. P. 26(e):

Exhibit A

PERSON

1. Ulise Rivera (deceased)
PHA Project Manager

2. Sheila A. Maxwell
PHA Contracting Officer

3. Larry Woods
Former PHA HOPE VI
Program Manager

(now employed by Wilmington
Housing Authority)

SUBJECT OF INFORMATION

PHA supervision and management of the Richard Allen Homes public housing construction project (the "Project"); work performed by general contractor San Lucas Construction Company, Inc. ("San Lucas") and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

Issuance of payment and performance bonds by Plaintiff St. Paul Mercury Insurance Company ("St. Paul") to San Lucas; General Agreement of Indemnity; PHA contract with San Lucas; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

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SUBJECT OF INFORMATION

4. Greg Hampson
PHA Project Engineer

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

5. Tim Trzaska
Former PHA Project Engineer

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

6. James A. Fratoni
PHA Project Engineer

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

PERSON

SUBJECT OF INFORMATION

7. Len Trower
PHA Contract Administrator

PHA contract with San Lucas; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

8. Albert J. Novack
PHA Contracts Director

PHA contract with San Lucas; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work, San Lucas payments to suppliers and subcontractors, PHA payments to San Lucas and retention of progress payments, St. Paul takeover of SanLucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

9. Galo Gutierrez
President, San Lucas
534 South 15th Street
Phila., PA 19146

St. Paul's issuance of payment and performance bonds to San Lucas; General Agreement of Indemnity; PHA contract; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

PERSON

SUBJECT OF INFORMATION

10. Urkia Hernandez
Vice President, San Lucas
534 South 15th Street
Phila., PA 19146

St. Paul's issuance of payment and performance bonds to San Lucas; General Agreement of Indemnity.

11. Clinton Biddle
San Lucas
534 South 15th Street
Philadelphia, PA 19146

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

12. De Nofa Construction
Representative
(possibly Cyril Edwards)
1137 E. Venango Street
Philadelphia, PA 19134

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation delays and completion of work on the Project.

13. Nu-Mor Electric
Representative
(possibly Leonard Nucero, Jr.
or Jack Balawich)
2201 Hunter Road
Philadelphia, PA 19134

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation delays and completion of work on the Project.

PERSON

SUBJECT OF INFORMATION

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| 14. James J. Gory Mechanical
Contracting, Inc.
Representative
(possibly Jim Gory or Joe Mastrangelo)
4692 York Road
P.O. Box 580
Buckingham, PA 18912 | PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation delays and completion of work on the Project. |
| 15. Ross-Araco Corporation
Representative
(possibly Richard Widmeier or Alan J. Ross)
4110 Butler Pike
Suite A-105
Plymouth Meeting, PA 19462 | PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation delays and completion of work on the Project. |
| 16. Delta Removal, Inc.
Representative
(possibly Dennis Glancey)
1345 Industrial Highway
Southampton, PA 18966 | PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work. |
| 17. Arena Construction
Representative
(Address to be provided) | PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work. |
| 18. Bob Kahan
Contract Completion, Inc. ("CCI")
33 Rock Hill Road
Bala Cynwyd, PA 19004 | Work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; CCI contract with St. Paul; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor; selection process for contractor to complete project; delays and completion of work on the Project. |

PERSON

SUBJECT OF INFORMATION

19. NDK Contractors, Inc. ("NKD")
Representative
(possibly Dave Kamenish)

Work performed by San Lucas and other prime contractors; progress of the Project and completion of work; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor; selection process for contractor to complete project; NDK contract with St. Paul; delays and completion of work on the Project.

20. Chris Ruck
Plaintiff St. Paul

Issuance of payment and performance bonds by Plaintiff St. Paul Mercury Insurance Company ("St. Paul") to San Lucas; General Agreement of Indemnity; PHA contract with San Lucas; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; meetings with PHA and San Lucas; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor; St. Paul performance under bonds, selection process for contractor to complete project; NDK contract with St. Paul; delays and completion of work on the Project.

PERSON

SUBJECT OF INFORMATION

21. Christine Alexander, Esquire
Plaintiff St. Paul

Issuance of payment and performance bonds by Plaintiff St. Paul Mercury Insurance Company ("St. Paul") to San Lucas; General Agreement of Indemnity; PHA contract with San Lucas; PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; meetings with PHA and San Lucas; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor; St. Paul performance under bonds, selection process for contractor to complete project; NDK contract with St. Paul; delays and completion of work on the Project.

22. William A. Manginelli
Trauner Consulting Services
(Expert retained by St. Paul)

All facts, opinions and conclusions set forth in any and all reports issued by Trauner Consulting Services in connection with the Project, St. Paul's takeover of the PHA-San Lucas contract, and this litigation.

23. Wallace Roberts & Todd
(probably Dave Stembel)
260 South Broad St
Philadelphia, PA 19102-5021

PHA supervision and management of the Project; work performed by San Lucas and other prime contractors; progress of the Project, delays and completion of work; San Lucas payments to suppliers and subcontractors; PHA payments to San Lucas and retention of progress payments; St. Paul takeover of San Lucas-PHA contract and subsequent events, including without limitation notice of default and termination of contractor.

B. Documents, Data, Compilations and Tangible Things

PHA describes the following documents, data, compilations and tangible things that are in its possession, custody or control which it may use to support its claims or defenses, and reserves the right to supplement or amend this list of documents as appropriate, in accordance with Fed. R. Civ. P. 26(e):

1. Correspondence between St. Paul and PHA, 1997-2000;
2. Correspondence between St. Paul and San Lucas (and Gutierrez and Hernandez), 1997-2000;
3. Correspondence between PHA and San Lucas, 1997-2000;
4. Project procurement materials, bid package, bids;
5. Contract Agreement between PHA and San Lucas (including all component parts identified in Article 5), including without limitation all modifications and change orders;
6. General Agreement of Indemnity between St. Paul and San Lucas, Gutierrez, Hernandez;
7. St. Paul Payment and Performance Bonds;
8. Project plans and schedules;
9. U.S. Army Corps of Engineers Construction Management Reports, including without limitation all attached materials and Project completion information;
10. San Lucas Requests for Payment, including without limitation San Lucas certifications regarding Project completion;
11. PHA Daily Project Progress Reports, Job Progress Meetings (including without limitation all related materials and minutes of meetings), Scheduling and Progress Charts;
12. Correspondence between San Lucas and Project subcontractors and suppliers;
13. Correspondence between St. Paul and Project subcontractors and suppliers;

14. St. Paul payments to Project subcontractors and suppliers;
15. Documents relating to meetings or communications between St. Paul, PHA and/or San Lucas regarding Project performance;
16. St. Paul Project Takeover Agreement and related materials;
17. PHA estimates of Project work to be completed and cost;
18. St. Paul (including without limitation CCI and/or NDK) estimates of Project work to be completed and cost;
19. Documents relating to meetings and/or communications between St. Paul and Bob Kahan (including without limitation any other representative of CCI);
20. Documents relating to meetings and/or communications between St. Paul and NDK;
21. St. Paul procurement materials for Project completion, bids, acceptance and/or rejection;
22. Documents relating to NDK completion of work on Project and payment from St. Paul to NDK;
23. St. Paul videotapes of Project (also converted into CD-ROMs);
24. Photographs of Project;
25. St. Paul Expert Report from Trauner Consulting Services;
26. Deposition transcripts (and all attached exhibits) from related case San Lucas v. PHA, Phila. CCP, February Term 2000, No. 2190 (including without limitation U. Rivera, G. Gutierrez, C. Alexander, B. Kahan).
27. Pleadings, discovery responses and documents exchanged in related case San Lucas v. PHA, Phila. CCP, February Term 2000, No. 2190.

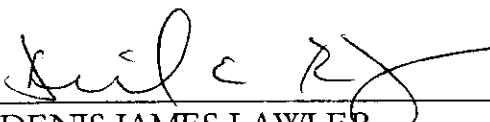
C. Computation of Damages

PHA denies that St. Paul is entitled to any damages in this action.

D. Insurance Information

Not applicable.

BLANK ROME COMISKY & MCCAULEY LLP

BY: 
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DANIEL E. RHYNHART
ERIC S.E. STUMP
One Logan Square
Philadelphia, PA 19103-6998
(215) 569-5500

Attorneys for Defendant,
Philadelphia Housing Authority

Dated: September 24, 2002

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Initial Disclosures of Defendant Philadelphia Housing Authority Pursuant to Fed. R. Civ. P. 26(a)(1) was served this 24th day of September, 2002 by facsimile and first class mail upon counsel of record as noted below:

William J. Devlin, Jr., Esquire
Devlin & Devine
100 West Elm Street, Suite 200
Conshohocken, PA 19428

James Dunbar, Esquire
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1800 Merchantile Bank & Trust B
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DANIEL E. RHYNHART